

## R E S O L U T I O N

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF THORNTON, THE THORNTON DEVELOPMENT AUTHORITY, THE CITY OF WESTMINSTER, AND THE WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY REGARDING THE INTERSTATE 25 CORRIDOR GROWTH AREA.

WHEREAS, the City of Thornton and the City of Westminster ("the Cities") entered into an Intergovernmental Agreement regarding the Interstate 25 Corridor Growth Area ("IGA") on January 13, 1986 which was amended on May 28, 1986 and superseded on July 10, 2000; and

WHEREAS, the IGA established a geographical boundary within which the Cities agreed to share revenues generated within that geographical area; and

WHEREAS, the Westminster Economic Development Authority ("WEDA") created the North Huron Urban Renewal Plan and Project Area on January 26, 2004 that includes the Corridor Growth Area in the City of Westminster; and

WHEREAS, the Thornton Development Authority ("TDA") created the North Washington Street Corridor Urban Renewal Plan and Project Area on September 30, 2003 that includes a portion of the Corridor Growth Area in the City of Thornton; and

WHEREAS, the Cities desire to include WEDA and TDA as parties to the IGA and set forth the understanding of the parties with respect to the sharing of revenues consistent with the IGA and to update and clarify provisions relating to revenue sharing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the Intergovernmental Agreement attached hereto and incorporated herein is hereby approved.
2. That the City Manager is authorized to sign, and the City Clerk to attest, the Intergovernmental Agreement.
3. That the Intergovernmental Agreement shall not be effective until executed by both parties.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, this 9th day of November, 2004.

CITY OF THORNTON, COLORADO



Noel I. Busck, Mayor

ATTEST:

  
Nancy A. Vincent, City Clerk

INTERSTATE 25 CORRIDOR GROWTH AREA  
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 10th day of November, 2004 among the City of Thornton, a Colorado home-rule municipality, hereafter referred to as "Thornton," the Thornton Development Authority, a Colorado Urban Renewal Authority, hereafter referred to as "TDA," the City of Westminster, a Colorado home-rule municipality, hereafter referred to as "Westminster," and the Westminster Economic Development Authority, a Colorado Urban Renewal Authority, hereafter referred to as "WEDA," hereafter referred to collectively as the "Parties".

WHEREAS, Thornton and Westminster entered into an Intergovernmental Agreement regarding the Interstate 25 growth corridor on January 13, 1986 which was amended on May 28, 1986 and restated on July 10, 2000 ("Agreement"); and

WHEREAS, the Parties, through their respective governing bodies, find that:

1. Interstate 25 forms a natural boundary between the two cities and their northern growth areas located on either side of the highway.

2. Growth and its associated demands for municipal services will occur in the areas lying immediately adjacent to Interstate 25, generally between Huron Street on the west and Washington Street on the east.

3. Each city has a commitment to planned and orderly growth; to regulating the location of activities and development which may result in increased demands for its services; to providing for the orderly development and extension of city services, facilities, and regulations; to avoiding unnecessary duplication of governmental services; to simplifying governmental structure where possible; to accomplishing quality development; to reducing and avoiding, where possible, friction between the cities; to promoting the economic viability of their respective communities; and to raising revenue sufficient to meet the needs of their citizens

4. Because of the proximity of the cities' interstate corridor growth areas, the nature and quality of development within each city and northward along Interstate 25 will affect the nature and quality of development in the other and the revenues of each.

5. Increased coordination and cooperation between the cities, as represented in this Agreement, in planning for and regulating growth and the development of land within the current and future boundaries of the cities along Interstate 25 between 150th Avenue on the north, Washington Street on the east, 132nd Avenue on the south, and Huron Street on the west ("Corridor Area"), and in the extension of the cities' municipal services, will enhance the ability of the cities to achieve their respective and common goals.

6. The people of the State of Colorado have authorized the Parties to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the Colorado Constitution, Article XIV, Section 18 (2) (a), Article XX, Section 6, and Article XI, Section 7.

7. The General Assembly of the State of Colorado has authorized and encouraged the cities to exercise the powers and to cooperate and contract in the matters set out in this Agreement through the enactment of State statutes including, but not limited to: C.R.S. Section 29-20-101, et seq., and particularly Section 29-20-105 and Section 29-20-106; Section 29-1-201, et seq., and particularly Section 29-1-201 and Section 29-1-203; Section 31-12-101, et seq.; Parts 2 and 3 of Article 23 of title 31; Section 31-15-708; Section 31-15-710; Part 4 of Article 35 of Title 31, and Section 31-25-101, et seq.

8. This Intergovernmental Agreement is entered into pursuant to the authority granted by the General Assembly and the people of the State of Colorado, as described above, and the subject matter and agreements contained herein are logical and foreseeable results of the State's enactment of the foregoing statutes and Constitutional provisions.

9. Each city has outstanding bonds, notes, certificates, debentures, or other evidences of borrowing, with a first and prior lien on revenues generated by each City's respective taxes.

10. The City of Thornton has prepared and adopted a Comprehensive Land Use Plan for incorporated and unincorporated areas within the Corridor Area.

11. The City of Westminster has prepared and adopted a Comprehensive Land Use Plan for the incorporated areas within the Corridor Area.

WHEREAS, the City of Thornton adopted the North Washington Street Corridor Urban Renewal Plan on September 30, 2003 and established the North Washington Street Corridor Urban Renewal Area a portion of which is within the Corridor Area; and

WHEREAS, the City of Westminster adopted the North Huron Urban Renewal Plan on January 26, 2004 and established the North Huron Urban Renewal Project Area which is within the Corridor Area; and

WHEREAS, Thornton and Westminster desire to include TDA and WEDA as parties to this Agreement and set forth the understanding of the parties with respect to the sharing of revenues consistent with this Agreement; and

WHEREAS, Thornton and Westminster desire to update and clarify provisions relating to revenue sharing; and

WHEREAS, in view of the foregoing findings of the City Councils of Thornton and Westminster and the Board of Directors of the Thornton Development Authority and the Westminster Economic Development Authority, it is appropriate that this Agreement be entered into.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. This Agreement supersedes the "Intergovernmental Agreement" between the Cities, dated July 10, 2000 which is without further effect.

2. Corridor Area. The area referenced in this Agreement as Exhibit 1 is hereafter referred to as the Interstate 25 corridor growth area (or "Corridor Area") and is bounded as follows:

- ❑ On the north by the centerline of 150th Avenue extended;
- ❑ On the east by the centerline of Washington Street;
- ❑ On the south by the centerline of 132nd Avenue extended;
- ❑ On the west by the centerline of Huron Street.

The Corridor Area is shown on Exhibit 1 attached hereto. The Rolling Hills subdivision in Thornton and the Thorncreek Golf Course area, which are located within the Corridor Area, are specifically excluded from the provisions of this Intergovernmental Agreement.

No development proposal shall be approved by either city which is not consistent with the provisions of each city's adopted Comprehensive Plan. Plans and specifications for any development proposal on land located in the subject area received by a party after the effective date of this Agreement shall, no later than twenty (20) calendar days prior to the party taking action thereon, be forwarded to the other party for review and comment, provided, however, that the Parties may mutually agree to a shorter or longer referral and review period.

3. Annexation and Service Extensions. Thornton agrees to exercise its annexation powers and provide its services solely within that portion of the subject area lying to the east of the centerline of I-25. Westminster agrees to exercise its annexation powers and provide its services solely within that portion of the subject area lying to the west of the centerline of I-25.

4. Water and Sewer Service in Corridor Area. Thornton shall provide water and sewer services east of I-25 and Westminster shall provide water and sewer services west of I-25.

5. Rights-of-Way. Within their respective jurisdictions in the Corridor Area, each city shall provide the other utility easements and rights-of-way, without charge if previously granted to the providing party, which are required to make water and sewer service available within their respective jurisdictions, and rights-of-way for necessary storm drainage improvements. The requesting party shall submit its engineering design

plans for water, sewer and/or drainage improvements within the providing party's jurisdiction for review and approval by the providing party's City Engineer.

6. Revenue Sharing.

a. Implementation. The Parties understand that the implementation of this Agreement and the achievement of its purposes, including planning for and regulating the use of land and the provision of municipal services, facilities, rights-of-way, and other requirements within the Corridor Area, will require the expenditure of revenues by each Party. In light of the foregoing, the Parties agree that only sales tax revenues will be shared between the Parties for their respective uses to include, but not be limited to, implementation of this Agreement and the provision of services within the subject area. No other taxes, fees or other revenues, including property taxes, development fees, infrastructure reimbursement fees or use taxes, shall be subject to revenue sharing pursuant to this Agreement:

(1) Sales Tax Revenues. Sales tax revenues collected by each city within the Corridor Area calculated at a rate of 3% net of any vendor fee ("Sales Tax Revenue") shall be distributed between the cities as follows: The city in which the Sales Tax Revenue is collected shall pay the other an amount equal to one-third of such revenues, which may be paid from the Sales Tax Revenue or any other available funds. Sales tax revenues collected by each city within the Corridor Area from the sales tax rate in excess of 3% shall be retained by the city collecting such revenues and shall not be subject to sharing pursuant to this Agreement. If a city otherwise agrees to share municipal sales taxes with its urban renewal authority or any developer in connection with an urban renewal project or other development project, nothing in such other agreements or urban renewal plans shall relieve either City from meeting its revenue sharing obligations pursuant to this Agreement.

(2) Taxable Transactions Base. If at any time one city lowers the non-earmarked sales tax rate below 3% or materially reduces the taxable transactions base, an equitable adjustment to the one-third/two-third sharing formula contained within this Agreement shall be made to remedy such disparity.

(3) Initial Calculation of Revenues. The cities will start the calculation for the distribution of all revenues stated above in 6(a) (1) only after the issuance of the first commercial building permit by either city within the Corridor Area after approval of this Agreement.

(4) Revenue Sharing Calculation. To determine the amount of sales tax revenues that will be subject to revenue sharing, the gross revenues will be reduced or adjusted by the Taxable Transactions Base adjustment per Paragraph 6(a)(2).

b. Tax Distributions. All tax revenues subject to sharing pursuant to this Agreement shall be distributed as follows:

(1) Annual statements showing calendar year total receipts of each applicable tax revenue subject to sharing, collected within each city's respective portion of the Corridor Area as set forth in paragraph 6(a) above, and the tax revenue amount to be shared with the other city shall be forwarded to the other city's Finance Department by March 31st of the subsequent calendar year unless as otherwise agreed to by the cities. For the purposes of this Agreement, the year is assumed to end on December 31st.

(2) Each city shall make payment to the other city by April 30th of the subsequent year.

(3) The cities agree that no revenues are due under the original Intergovernmental Agreement dated January 13, 1986, the amended Intergovernmental Agreement dated May 28, 1986, and the Intergovernmental Agreement dated July 10, 2000.

(4) Except as provided in Section 6(f), nothing herein shall prohibit the cities from pledging the tax revenues received by each city pursuant to this Agreement to finance the construction of any interchanges within the Corridor Area.

c. Standardize Procedures. Each city shall make every reasonable effort to standardize with the other city the procedures, ordinances, and regulations applicable to the taxes to be shared pursuant to this Agreement.

d. Audit. Each city and its authorized agents may, upon thirty (30) days advance written notice to the other, audit the other's records of those taxes which are collected within the Corridor Area and which are to be shared pursuant to this Agreement.

e. Rights. Neither city shall impair the rights of the other city to share in the tax revenues set forth in this Agreement.

f. Bond Pledge. Notwithstanding anything herein to the contrary, the obligations herein shall be subject to and subordinate to Thornton's, TDA's, Westminster's and WEDA's respective obligations, covenants, and representations contained in or incorporated in any ordinance, resolution, indenture, underwriting agreement or other document pertaining to the authorization, issuance, payment, or sale of any bonds, notes, certificates, debentures, or other evidences of borrowing (except as may be specifically provided otherwise in any such document), whether now, heretofore, or hereafter executed, issued, or incurred, the intent being that such obligations, covenants, and representations have and will take precedence over those set forth herein,

and will be met, complied with, satisfied, and discharged in accordance with such documents prior to any distribution of monies hereunder. Nothing in this paragraph, however, shall be deemed or construed as relieving either City from its revenue sharing obligations pursuant to this Agreement

g. Interest. There shall be no interest accrual or payment obligation on tax revenues collected by one city and subject to sharing with the other city under the terms of this Agreement.

7. Parties to Exercise Good Faith. The Parties agree to devote their best efforts and to exercise good faith in implementing the provisions of this Agreement.

8. Intent of Agreement. This Agreement is intended to describe rights and responsibilities only as between the named parties hereto. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties hereto nor to require Thornton or Westminster to annex any property or to provide any services to any land. This Agreement is not intended to limit in any way the powers or responsibilities of Adams County or of any other political subdivision of the State of Colorado not a party hereto.

9. Remedies for Default. Should any party fail to comply with the provisions of this Agreement, the other party, after providing written notification to the non-complying party and upon the failure of said party to achieve compliance within ninety (90) days after said notice, may at its option either terminate this Agreement or maintain an action in a court of competent jurisdiction for specific performance, injunctive, or other appropriate relief, excluding damages relief. In the event of such litigation, each party shall be responsible for its own costs, including attorney fees.

10. Effective Date. This Agreement shall become effective on the 10th day of November, 2004.

11. Termination. This Agreement shall terminate on February 1, 2026, unless the cities mutually agree in writing to terminate it sooner, or it is terminated by one city pursuant to Section 9.

12. Amendment. This Agreement is the entire and only agreement between the Parties regarding the Corridor Area and the sharing of certain tax revenues generated therein; there are no promises, terms, conditions, or obligations other than those contained herein. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provisions shall be affected by such holding, all of the remaining provisions of this Agreement shall continue in full force and effect.



13. Effect of Invalidity. If any portion of paragraph 3, 6(a), 6(b), 6(f), 7, 8, 9, 10, 11, or 12 of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to the Parties, such invalidity or unenforceability shall cause the entire Agreement to be terminated. If any portion of any other paragraph of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to the Parties, such invalidity or unenforceability shall not affect the other paragraph(s) of this Agreement except that, if a requirement or limitation in such paragraph(s) is declared invalid as to one party any corresponding requirement or limitation shall be deemed invalid as to the other party.

IN WITNESS WHEREOF, the above Parties hereto have caused this Agreement to be executed.

CITY OF THORNTON

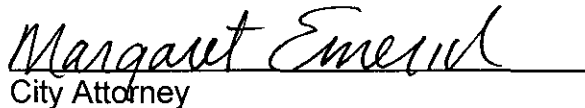


Noel I. Busck, Mayor

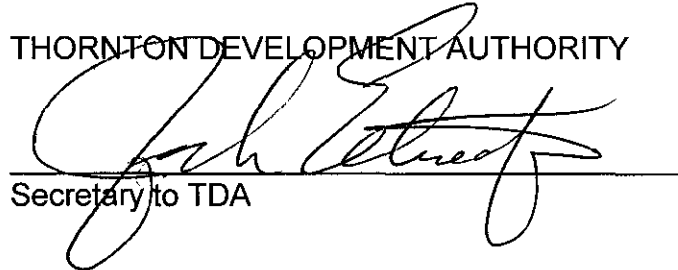
ATTEST:

  
City Clerk

APPROVED AS TO FORM:

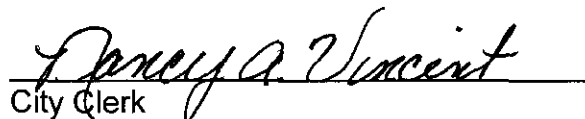
  
City Attorney

THORNTON DEVELOPMENT AUTHORITY



Secretary to TDA

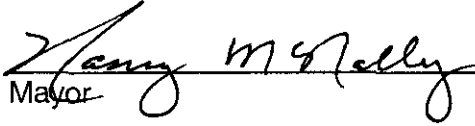
ATTEST:

  
City Clerk

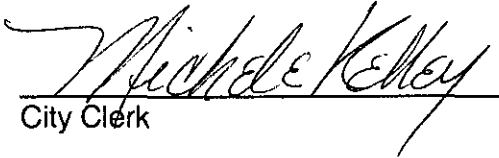
APPROVED AS TO FORM:

  
Attorney for Authority

CITY OF WESTMINSTER

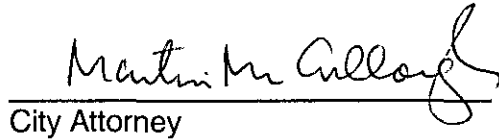
  
Mayor

ATTEST:

  
City Clerk

Approved by Westminster  
City Council on 11-8-04

APPROVED AS TO FORM:

  
City Attorney

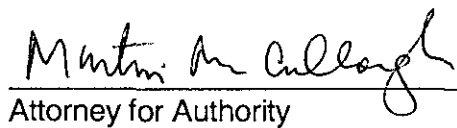
WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY



ATTEST:

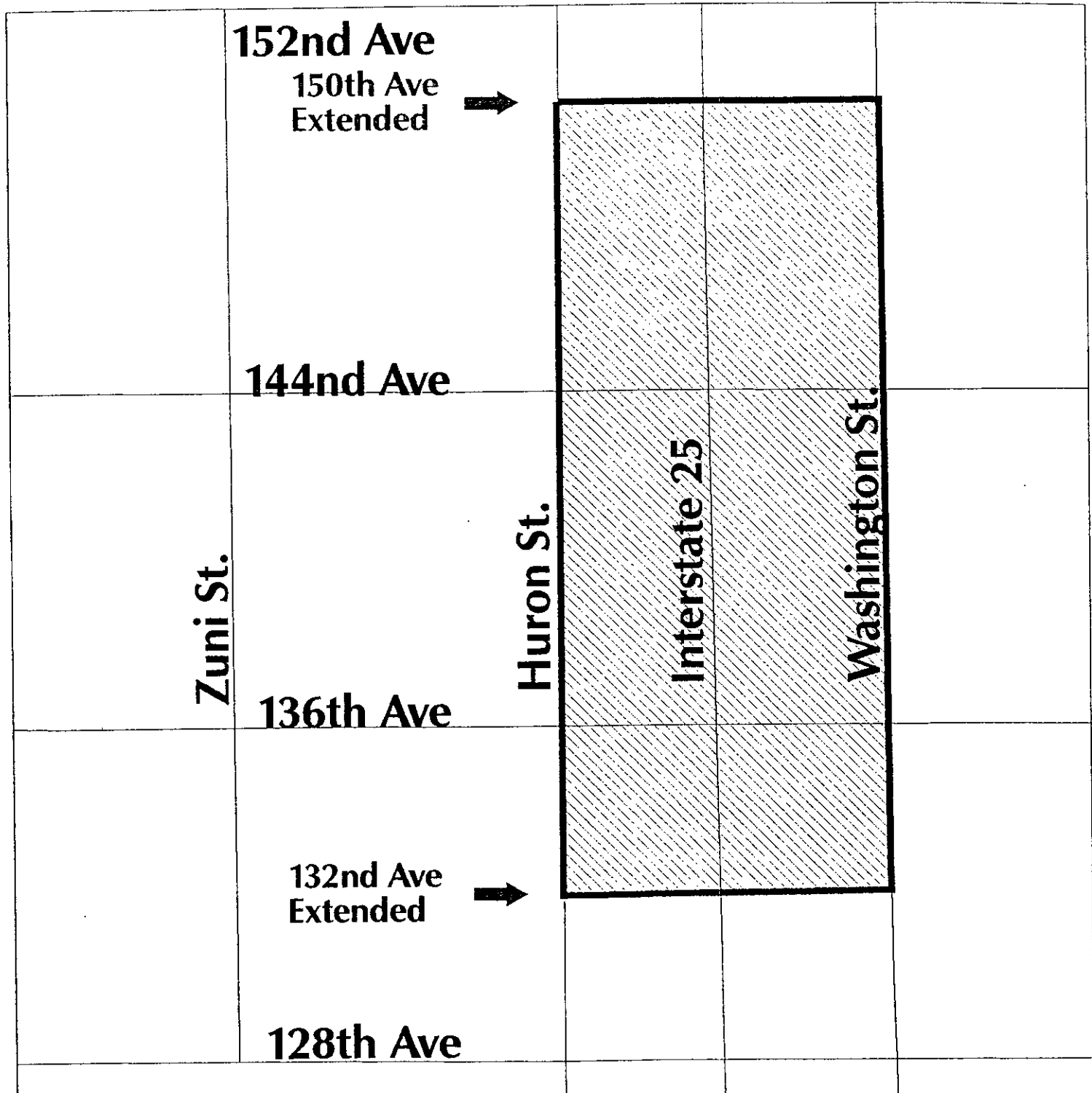
  
City Clerk

APPROVED AS TO FORM:

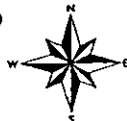
  
Attorney for Authority

# I-25 Corridor Growth Area

Thornton - Westminster IGA



CITY OF THORNTON, COLORADO  
9500 CIVIC CENTER DRIVE  
P.O. BOX 291220  
THORNTON, COLORADO 80229-1220  
(303) 538-7295



PROPRIETARY INFORMATION -- NOT FOR RESALE  
Digital Data Produced by the City of Thornton GIS Project. This map is  
representational only, and does not determine exact locations or bound-  
aries of any districts or properties. It is not intended to be relied  
upon for any legal descriptions or other land use documents.

May 24, 2000



## Boundaries of Corridor Area

East: Centerline of Washington St.  
North: Centerline of 150th Ave Extended  
West: Centerline of Huron St.  
South: Centerline of 132nd Ave.